But, it would be altogether without precedent to allow a plaintiff to split up his claim into parcels, and to bring separate suits for each, or after he had obtained a decree to add to the amount, and to eke out his claim indefinitely, by introducing other particulars, and causes of action of a different description, not mentioned or alluded to in the pleadings, or sanctioned by the decree, and which were only noticed in the depositions of some of the witnesses; or to bring in any additional claim by a mere *ex parte* petition, filed after the hearing and decree. If the plaintiffs had other claims than those mentioned in the pleadings, subsisting at the time of filing their bill, which might have been included therein, they should have had their bill so amended as to have embraced them, and thereby enabled the opposite party to gainsay them if he could:—therefore the account of the plaintiffs with John Rogers alone, and also their claim for costs in the suit against Penelope D. Price, must both be rejected. *Spragg* v. *Birkes*, 5 *Ves.* 589; 5 *Bac. Abr.* 668; *Purefoy* v. *Purefoy*, 1 *Vern.* 29; *Hutson* v. *Lowry & Neville*, 2 *Virg. Cases*, 42; 1825, ch. 167; *Wallis* v. *Saville*, 2 *Lutw.* 1536.

The claim of the solicitors, Murray and Rogers, which appears to have been partially sanctioned by the order of the 9th of January, 1824, may be considered as somewhat in the nature of costs; and it having been placed by the auditor's report before the party's other counsel, and all concerned, and no objection having been made, it would seem now to be proper to allow it entire; and it may be so stated by the auditor.

There is no evidence, derivable from any competent source, going to show, that the complainants ever received the money said to be due on the bonds of a Doctor Harsnip, which were said to have been in their hands and others:—any discount or deduction from the claim of the complainants, on that account, must therefore be rejected by the auditor.

According to the established usage and practice of the Court, as has been explained, there are but two modes by which other creditors can be permitted to come in and participate, in cases of this sort; they are either by petition, or by filing the vouchers of
96 their * claims. But the filing of the schedule of an insolvent debtor, certainly cannot, by any strained or liberal construction of this practice, be considered as the filing of the vouchers of the claims of all, or any of those creditors, whose names and claims are stated thereon; and, laying aside the insolvent's schedule in this case, as furnishing no evidence of the intention of any creditor therein named, to come in and make a claim for any debt, which he alleged, and was ready to prove was due him, when such schedule was filed, there are but two other creditors, who have made any show of coming in as other creditors of Rogers; and they are, Robert Taylor, and the firm of Hollingsworth & Worthington. Taylor has filed a mere short copy of a judgment, which he obtained